

COLE'S IRRIGATION

Customer Name: Justice Family Farms
 Customer Number: (843) 659-3760
 Sales Rep: Tyler Fields
 Field Name: Catfish Bay
 Date: 2/3/2011



Catfish Bay - Option 2

Unit ID	Farm Acres	Irrigated Acres	% Coverage	GPM (1 in.)	Application Time {days}	Estimated Delivery Time (Days)	Total Cost	Cost/Acre
Linear 1	2201	835	38%	2500	6.6	40 days after order	\$ 250,239.35	\$ 311.66
Linear 2	2201	835	38%	2500	6.6	40 days after order	\$ 250,239.35	\$ 311.66
Base Station	2201	1670					\$ 15,000.00	\$ 8.98
Total Mainline	2201	1670	76%				\$ 520,478.70	\$ 311.66
Well 1	2201	835					\$ 174,000.00	\$ 208.38
Well 2	2201	835					\$ 174,000.00	\$ 208.38
Total Wells	2201	1670					\$ 348,000.00	\$ 208.38
Site Work - Estimate*								
Item	No. Units	Unit	Cost \$ / Unit					
Ditch	95000	yd ³	\$ 1.25				\$ 118,750.00	\$ 71.11
Clearing	140	Acres	\$ 800.00				\$ 112,000.00	\$ 67.07
Total Site Work							\$ 230,750.00	\$ 138.17
* Estimate is based on an assumed number of yards to be moved and acres to be cleared, number of units may decrease or increase. Site work subject to change with fuel surcharge based on current prices during job and after survey is completed to show elevations. Site work also subject to weather conditions and field conditions.								
Total Irrigation	2201	1670	76%				\$ 1,039,228.70	\$ 658.22

Sales Terms

- 10% Due with signed contract
- 80% Due when equipment is delivered
- 10% Due upon completion

Contract/Disclaimer

The price of the well and installation of the pump is shown for information only. Guess Irrigation does not provide well drilling and pump installation services. The customer will be responsible for providing the well and pump installation.

Customer will provide the survey needed for the project. Preliminary survey will be needed for final design and surveyor will need to set bench marks and stake linear ditches.

The Valmont warranty is attached. All dealer added items will have a 12 month warranty.

A complete sprinkler package design is attached and made a part of this proposal. Customer agrees that the design meets his approval including the water application rate for this machine.

Target, not guaranteed, completion date is April 15, 2011. Weather, field conditions, products and services provided by the customer, and conditions beyond control could affect the completion date.

[Signature]
Customer Signature

V.C. Jastrze

Printed Name

2-10-2011

Date

[Signature]

Dealership Representative Signature

R. TYLER FIELDS

Printed Name

GUESS TRANSCATION

Dealership Name

2-9-11

Date

VALMONT TERMS

The buyer as listed herein ("Buyer") of the equipment described herein (the "Equipment") hereby agrees as follows:

Buyer agrees Dealer is an independent contractor and is not an agent or employee of Valmont Industries, Inc. ("Valmont") or any Valmont related entity. Buyer further acknowledges and agrees that Valmont's sole warranties are with respect to the portions of the Equipment and components Valmont manufactured. Valmont's sole warranties with respect to the Equipment it manufactured is provided in the Valmont Limited Warranty, a copy of which has been provided to Buyer in the control panel of the Equipment, and is also available for Buyer's review from Dealer. Dealer may make no other or further warranty on behalf of Valmont, either express or implied. Valmont expressly disclaims all other warranties including the warranty of merchantability or fitness for a particular purpose, and Buyer agrees any statements by Dealer to the contrary shall have no binding effect on Valmont.

Buyer acknowledges the Approximate Ship Date provided by Dealer for the Equipment is an estimate subject to change for any reason. The actual delivery date may be different. Buyer agrees that neither Dealer nor Valmont shall be liable for any damage, cost, or loss; whether actual, consequential or incidental caused by any difference between the Approximate Ship Date and actual delivery date of the Equipment.

Buyer acknowledges and agrees that any components of the Equipment that are manufactured by parties other than Valmont are being sold solely with the manufacturer's warranty, if any. Valmont makes no warranty whatsoever with respect to any such components, and expressly disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to any such components.

Any action for the breach of the contract, including warranties arising from it, must be commenced within ONE (1) YEAR after the cause of action accrues, and all actions shall be barred after such time.

To the extent not inconsistent with the terms of the Contract, the parties to the Contract agree that the transaction and the validity, construction, interpretation and effect of the Contract shall be governed by the laws and the Uniform Commercial Code of the State of Nebraska. Any and all actions by or against Valmont in regard to or arising out of the terms and conditions hereof shall be instituted and litigated in the Courts in Douglas County, Nebraska, and in no other. In accordance herewith, the parties hereto submit to the jurisdiction of and do hereby enter their voluntary appearance to the Courts in Douglas County, Nebraska.

This agreement constitutes the entire agreement between the parties relative hereto and neither party shall be bound by any agreement, statement, or representation not incorporated herein. Buyer acknowledges that there are no verbal agreements or warranties collateral to or affecting the Contract.